

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D04-0503-PL-008528

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
BERRY'S CARPET LAND, INC.,)
doing business as)
CARPETLAND USA,)
)
Defendant.)

(49)

FILED

JUL 12 2006

Doris Ann Scheller
CLERK OF THE
MARION CIRCUIT COURT

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Berry's Carpet Land, Inc., doing business as Carpetland USA, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendant violated Indiana's Home Improvement Contracts Act and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, and the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

3. The Defendant, Berry's Carpet Land, Inc., has solicited home improvements in Marion County.

RELIEF ORDERED

4. The Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

a. entering into a home improvement contract, as defined by Ind. Code § 24-5-11-4, that is not in writing and does not contain the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the Defendant and a telephone number and name of an agent to whom consumer problems and inquiries can be directed;

- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature; and

- b. failing to provide the consumer with a fully executed copy of the home improvement contract, including the dates the Defendant and the consumer signed it, immediately after the consumer signs it.

5. Upon execution of this Consent Judgment, the Defendant shall consider the contracts with Leonard and Eva Bright and William Condra fully satisfied.

6. The Defendant shall pay consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for Leonard and Eva M. Bright of Indianapolis, Indiana, in the amount of One Hundred and Thirteen Dollars and Twenty-Six Cents (\$113.26), payable to the Office of the Attorney General.

7. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), the amount of Seven Hundred and Fifty Dollars (\$750.00), representing the Plaintiff's costs of investigating and prosecuting this action.

CONTINUING JURISDICTION

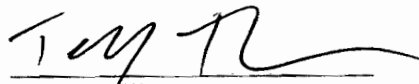
8. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendant based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment. The Defendant waives any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

10 day of July, 2006.

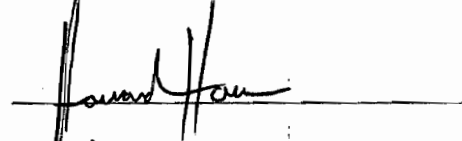
STATE OF INDIANA
STEVE CARTER
Indiana Attorney General

by:


Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

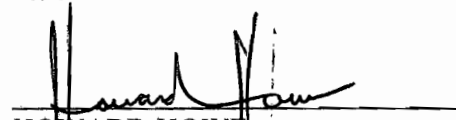
BERRY'S CARPET LAND, INC.

By:


HOWARD HOWE
Printed Name

COUNSEL
Title

Approved:


HOWARD HOWE
Counsel for the Defendant
Attorney No. 12062-49

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this 12 day of JUL, 2006.


Judge, Marion Superior Court

Distribution:

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